REMARKS

In response to the final Office Action mailed on January 6, 2009, Applicant(s) respectfully request(s) reconsideration.

Claims 1-9, 12-17, 20-28, 30, 31, 33-36, 38-49 and 51-54 are now pending in this Application. In this Amendment, claims 1, 2, 5 and 49 have been amended.

Claims 1, 33, 34, 49 and 51 are independent claims and the remaining claims are dependent claims. Applicant(s) believe that the claim(s) as presented are in condition for allowance. A notice to this affect is respectfully requested.

The Office Action rejects claims 1-9, 12-17, 20-28, 30, 31, 33-36, 38-49 and 51-54 under **35 U.S.C. §103** as being obvious over Silbershatz in view of Frank, U.S. Pub. No. 2004/0250254 (Frank '254).

Applicant's previous response of October 16, 2008 amended claim 1 with features of original claim 4. Claim 4 had been rejected under 35 U.S.C. 103(a) based on Silbershatz in view of Frank '254. Specifically, claim 1 was amended to recite the feature of selectively enabling, if the module including the corresponding event handler is disabled, the module for enabling the event handler for receipt and subsequent processing of the published event.

It would seem that Silbershatz alone does not teach the subject matter of Claim 4 since Frank is relied upon in the 103(a) rejection of Claim 4.

The Current Office action rejects Applicant's distinction of Frank '254 based on component invocation. The current OA states that "Frank is cited to teach features of event delivery, not component invocation" (paragraph 7, addressing Applicant's amendment to Claim 1 with subject matter of claim 4). However, the previous Office Action, of May 2, 2007, cites Frank '254 as teaching "selectively enabling, if the module including the corresponding event handler is disabled, the module for enabling the event handler for receipt and subsequent processing of the published event" (paragraph 19 of the 05/02/05

OA), rejecting original claim 4 and citing Frank '254 paragraphs 15, 18, 24, 75, 76 and 82.

Amended Claim 1 makes clear that the claimed selective enabling refers to loading and invoking the respective event handler.

Therefore, if Frank '254 is relied upon to teach the elements of original Claim 4 in a rejection under 35 U.S.C. 103(a), it is because Claim 4 is not shown in the primary Silbershatz reference. However, the Office Action concedes that Frank is not relied upon to teach component invocation.

Claim 1 also makes clear that enabling a module includes activating the corresponding component (line 18). Claim 5, dependent on original claim 4, clarifies that invocation follows the selective enabling. To this, Frank '254 paragraphs 90 and 94 are cited, further attesting that Silbershatz alone fails to teach the recited feature (paragraph 20 of the 5/2/07 OA). Claim 1 has been amended with subject matter of claim 5, to recite "invoking the module including the corresponding event handler via the mapping," a feature which, according to the Office Actions of record, neither Silbershatz not Frank '254 teaches.

If, as the Office Action states, Frank '254 is not relied upon to teach component invocation, clearly the subject matter of original claim 4, then claim 1 amended with claim 4 should be allowable. Further, Claim 1 has been amended as discussed above with features of original Claim 5 to further recite that invocation accompanies activation.

As each of these features now recited in amended claim 1 were recited in originally claim 5, and have merely been recast in independent form, it is further submitted that no new search should be required by the amendments made herein. Independent claims 33, 34, 49 and 51, rejected on similar grounds, are believed allowable for the reasons given above and now recite similar features. As the remaining claims depend, either directly or indirectly, from claims 1 and 33, it is respectfully submitted that all claims are now in condition for allowance.

By way of further distinction, Applicant's reference to a CORBA mechanism are intended and exemplary for demonstrating selective activation as

it pertains to the claimed feature of enabling modules including an event handler in response to publication of an event. Activation is based on the handler sought, not on the process to be loaded. Silbershatz teaches a process going to sleep UNTIL an occurrence, not activation UPON an occurrence. Further, Silbershatz merely discloses relinquishing the CPU for 1) an I/O wait or 2) a time slice expiration, both OS initiated events (Silbershatz p. 641, para. 4, lines 2-3). The Silbershatz process sleeps UNTIL the specified occurrence (time slice or I/O satisfaction), as clarified at lines 6-7. By definition, the process is sleeping when the event occurs because the request explicitly puts the process to sleep UNTIL the event occurs. There is no selective enabling because the process will always be asleep when the event occurs.

Further addressing the Office Action with respect to paragraph 5, Claim 1 recites event handlers residing in modules for selective activation in response to reportable occurrences in a managed information system. Applicant further refines the event handlers to <u>application defined event handlers responsive to the reportable occurrences</u> (Claim 2). Silbershatz relates to kernel events, such as those pertaining to housekeeping for the underlying operating system.

Applicant(s) hereby petition(s) for any extension of time which is required to maintain the pendency of this case. If there is a fee occasioned by this response, including an extension fee, that is not covered by an online payment made herewith, please charge any deficiency to Deposit Account No. <u>50-3735</u>.

If the enclosed papers or fees are considered incomplete, the Patent Office is respectfully requested to contact the undersigned collect at (508) 616-9660, in Westborough, Massachusetts.

Respectfully submitted,

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